

SPECIFICATIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 03-X-34620 OPEN DATE : 08/06/03 T-NUMBER : T1993 BIDDER : FEIN :	PAGE 29 TIME : 2 PM

contract;

- b) any information the bidder believes will be helpful to the State in assessing the bidder's ability to fulfill the plan, to include how the Airport operation, maintenance and development will be planned, financed, directed and controlled;
- c) a detailed schedule for proposed development and/or construction; arrangements for, and coordination of any subcontractors or joint venturers; and the management and coordination of staff;
- d) any innovative ideas for managing and developing the Airport reflecting industry best practices and ways to increase revenue, improve operational efficiency and improve services;
- e) a business development statement that describes its experience with increasing the financial viability of an airport;
- f) any alternative suggestions or modifications to the Scope of Work and method of compensation outlined therein which it believes will enhance its bid proposal; and
- g) a breakdown of projected annual revenues for each year of the lease and sources of revenue for each major source of revenue.

The bidder shall also identify, if any, any major operation or maintenance work or requirement that is not identified in the Scope of Work, explain the reason it should be included and how it proposes to address those items and costs related thereto.

The bidder's narrative should be designed to convince the State that the bidder's business plan is viable and that the bidder's general approach to undertaking the contract and fulfilling the State's goals are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged in that such a narrative would not provide insight into the bidder's ability to successfully perform the contract. In sum, the bidder's response to this Section should be designed to convince the State that the bidder's detailed plans and proposed approach to performing the Scope of Work, as well as the proposed revenue streams, are realistic, attainable and appropriate and that the bidder's proposals will lead to successful contract performance.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract performance according to the bidder's proposed schedule. The plan should include

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<p>The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.</p> <h4>4.4.2.5 Potential Problems</h4> <p>The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.</p> <h4>4.4.3 Section 3 - Organizational Support and Experience</h4> <p>The bidder shall include information relating to its organization, personnel, and experience including a listing of all airport management related contracts that were performed by or are currently being performed by the bidder within the last ten (10) years.</p> <h5>4.4.3.1 Location</h5> <p>The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.</p> <h5>4.4.3.2 Organization Chart (Contract Specific)</h5> <p>The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.</p> <h5>4.4.3.3 Resumes</h5> <p>Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.</p>		

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<p>In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.</p> <p>4.4.3.6 Organization Chart (Entire Firm)</p> <p>The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.</p> <p>4.4.3.7 Experience of Bidder on Contracts of Similar Size and Scope</p> <p>The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.</p> <p>4.4.3.8 Financial Capability of the Bidder</p> <p>The bidder shall provide proof its financial capacity and capability to undertake and successfully perform the contract. The bidder shall submit with its bid proposal the following:</p> <p>a. Certified financial statements including applicable notes reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or</p> <p>b. Where certified financial statements as set forth above are not available, then either reviewed or compiled statements from and independent accountant setting forth the same information shall be provided.</p> <p>c. The name and address of the bidder's bank; chief banking representative handling the bidder's account and the bidder's federal employer information number (FEIN number).</p> <p>4.4.3.9 Subcontractor(s)</p> <p>4.4.3.9.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for</p>				

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<p>In the event of a conflict between the provisions of the RFP and the State Standard Terms and Conditions, the terms of the RFP shall govern. In the event of a conflict between the provisions of this RFP and any addendum to this RFP, the addendum shall govern.</p> <p>In the event of a conflict between the provisions of this RFP including any addendum to this RFP, and the bidder's proposal, the RFP and/or addendum shall govern.</p> <p>5.2 Performance Bond</p> <p>Not applicable to this procurement.</p> <p>5.3 Foreign (Out of State) Corporations</p> <p>All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue.</p> <p>5.4 Contract Term and Extension Option</p> <p>The term of the contract shall be for a period of twenty (20) years, unless earlier terminated pursuant to the terms of this RFP. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.</p> <p>5.5 Contract Transition</p> <p>In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.</p> <p>5.6 Availability of Funds</p> <p>Not applicable to this procurement.</p> <p>5.7 Contract Amendment</p> <p>Any changes or modifications to the terms of the contract shall only</p>				

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<p>be valid when they have been reduced to writing and executed by the contractor and the Director.</p> <p>5.8 Contractor Responsibilities</p> <p>The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.</p> <p>The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.</p> <p>5.9 Substitution of Staff</p> <p>If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.</p> <p>The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.</p> <p>The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.</p> <p>5.10 Substitution or Addition of Subcontractor(s)</p> <p>This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.</p> <p>If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.</p>			

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The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are provided by the State under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

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The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director. The contractor shall not be permitted to change or profit from the name of the Airport, by, for example, selling or licensing naming rights to the Airport.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies**5.16.1 Claims**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1.1 et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property

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Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.18 Retainage

Not applicable to this procurement.

5.19 State's Option to Reduce Scope of Work

Not applicable to this procurement.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Not applicable to this procurement.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written

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cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

The contractor shall pay to the State (in certified funds) a fixed monthly fee no later than five (5) business days after the first day of the month for which payment is being made. Such fee shall be subject to an annual adjustment based on the Consumer Price Index (All Urban Consumer - New York/Northern New Jersey). The contractor shall also pay to the State on an annual basis a percentage of gross revenue no later than April 15 the year for which payment is being made. Should any payment due and payable to the State not be made sixty (60) days after notice by the State that such payment is due, such failure to pay shall be considered a material breach of the contract between the parties and the State shall have the right to renegotiate or terminate the contract for material breach.

5.24 Year 2000 Compliance

Not applicable to this contract.

5.25 Contract Activity Report

Not applicable to this procurement.

6.0 Proposal Evaluation/Contract Award

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6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

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	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 786100 / S254 MAINTENANCE AND OPERATIONS NJDOT DIV. OF AERONAUTICS T. MATTHEWS - AERONAUTICS 1035 PARKWAY AVENUE TRENTON NJ 08625				
00001	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE FIXED MONTHLY FEE PAID TO THE STATE PER RFP SECTION 5.23 *****YEARS 1 THROUGH 20***** BIDDER MUST ENTER THE FIXED MONTHLY FEE IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.	12	MONTH		
00002	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR ONE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00003	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWO ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00004	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR THREE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00005	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FOUR ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00006	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FIVE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00007	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SIX ***** BIDDER MUST ENTER THE PERCENTAGE OF	1	PCNT		

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00008	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SEVEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00009	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR EIGHT ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00010	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR NINE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00011	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00012	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR ELEVEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00013	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWELVE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
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00015	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FOURTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00016	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FIFTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00017	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SIXTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00018	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SEVENTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00019	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR EIGHTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00020	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR NINETEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		
00021	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWENTY ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT		

EXHIBIT A
AIRPORT DRAWING

This will be distributed at the Mandatory Site Visit.

EXHIBIT B
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

RECITALS

WHEREAS, the State of New Jersey is the Owner of the Property hereinafter described; and

WHEREAS, pursuant to Request for Proposal # 03-X-34620 for Airport Operator for Greenwood Lake Airport (the "RFP"), a copy of which is attached hereto and made part hereof as Exhibit A, **(please include full legal name of Lessee, correct state of incorporation and principal business address)**, wishes to acquire a leasehold interest in that certain demised premises which comprises all or a portion of said Property, as more particularly described below; and

WHEREAS, the State of New Jersey, subject to the terms set forth in the RFP, is willing to grant a leasehold estate in all or in portion of said property under the provisions, covenants, terms and conditions hereinafter described, which shall interest shall be consistent with the terms set forth in the Bid Proposal submitted in response to the RFP ("Bid Proposal"), a copy of which Bid Proposal is attached hereto and made a part hereof as Exhibit B.

LEASE FOR REAL PROPERTY

Date of Lease _____

Lease/RPR# _____

NOW THEREFORE, this Lease is made and entered into this date by and between the State of New Jersey, Department of Treasury, hereinafter called the Lessor, acting through the Division of Purchase and Property, 33 West State Street, NJ 08625

and

(please include full legal name of Lessee, correct state of incorporation and principal business address), hereinafter called the Lessee. The term "Lessee" shall hereinafter be deemed to include, the Lessee, his heirs, executors, administrators, successors and assigns. This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

THE PARTIES HERETO, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors, and assigns, for and in consideration of the \$1.00 and other good and valuable consideration, the exchange, receipt, and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

Lease for
Greenwood Lake Airport

1. **Demised Premises**

The Lessor hereby demises and leases to the Lessee and the Lessee hires and takes from the Lessor, that certain demised premises (as hereinafter described), for the Lease Term (as hereinafter defined), together with all appurtenances thereto.

The demised premises consist of the Property located at 126 Airport Road, West Milford, New Jersey 07480 in West Milford Township, and more commonly known as Greenwood Lake Airport, hereinafter referred to as the "demised premises", and as more particularly described in Exhibit A

2. **Term**

The Contract Interval of this Lease shall begin as of the date of execution by the last party signing it, and shall terminate upon the date the Lessor delivers and the Lessee takes possession of and accepts occupancy of the demised premises in writing (hereinafter referred to as the "Rental Commencement Date"), at which time the Lease shall become a leasehold estate.

Notwithstanding the above, the parties hereby agree that the Lease Term shall commence on the Commencement Date, which shall be defined as the first day of the first full month during which the Lessee has the right to occupy the demised premises. The Lessee shall have and hold the demised premises with their appurtenances during the Lease Term beginning on the Commencement Date of the Lease Term for a term of twenty (20) years, until the Expiration Date of the Lease Term which day shall be defined as the last day of the calendar month of the last Lease Year prior to the anniversary date of the Commencement Date of the Lease Term, unless the Lease Term shall sooner end pursuant to any of the terms, covenants, or conditions herein provided or pursuant to law. The Lessor hereby agrees to deliver to the Lessee, actual possession of the demised premises no later than the Commencement Date of the Lease Term, subject only to recorded easements and restrictions and to the rights of tenants under leases then in effect. Lessor may terminate this Lease and reenter and take possession of the demised premises during the Lease Term in accordance with the termination provisions as contained herein, in the RFP, in the State's Standard Terms and Conditions, or in accordance with applicable law.

The parties hereby agree to execute a written Clarification of Lease Terms to certify the Commencement and Expiration Dates of the Lease Term, the Execution Date of the Lease, the Rental Commencement Date, and any other dates that are required to be established for the purposes of this Lease.

3. **Rent**

The Lessee shall pay the Lessor, in the first year of the lease term, an annual rental of \$ payable in equal monthly payments of \$ on the first day of each and every month during said term by check or money order, made payable to "Treasurer, State of New Jersey". If the day upon which the term of this Lease shall commence is other than the first day of the month, the rent for the initial fraction of the month shall be apportioned.

In the Lease Years 2 through 20 of the Lease Term, the annual rent that shall be due and payable in each such Lease Year shall be an amount equal to the annual rent payable for the preceding lease year of the Lease Term increased in proportion to the increase in (i) the Consumer Price Index for All Urban Consumers for New York-New Jersey: all items (1982-1984 = 100) published by the Bureau of

Labor Statistics, United States Department of Labor (the "Index") for the month of _____ in such calendar year over and above (ii) the corresponding Index figure for the month of _____ in the preceding calendar year. In the event the Index shall not be published or shall have been discontinued, the foregoing calculation shall be made by use of another reputable index selected by Lessor and provided further, that if the base period for the Index (currently 1982-1984 = 100) is hereafter modified, the base period used in making the foregoing calculation shall be appropriately adjusted by the Lessor to reflect such modification.

If a check is returned because of insufficient funds, a \$25.00 charge will be applied. The Lessee agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private. In addition, as set forth in the RFP and the Bid Proposal, Lessee shall pay Lessor annual fee for each year of the Lease, payable as set forth in the RFP based on a percentage of Lessee's gross revenues, which are not yet known.

4. Notices

Any notices, demands, and communications hereunder shall be sent by certified and regular mail, or by overnight and regular mail. Any notices given hereunder by any of the above-mentioned methods shall be deemed delivered when deposited in a United States general or branch post office, or with an overnight mail delivery service, addressed as provided below.

Unless such other address is requested by the Lessor in writing, if intended for the Lessor, said notices, demands, and communications shall be addressed to:

Director, Division of Purchase and Property
33 West State Street
P.O. Box 039
Trenton, NJ 08625- 0039
Attention: Hope R. Blackburn
Telephone: (609) 292- 4886
Fax No.: (609) 984- 2575

With a copy to:

Director, Division of Aeronautics
NJ Department of Transportation
1035 Parkway Avenue
P.O. Box 610
Trenton, NJ 08628
Attention: Thomas Thatcher
Telephone: (609) 530-2900
Fax: (609) 530-4549

If intended for the Lessee, said notices, demands, and communications shall be addressed to the following address and to such other officials as the Lessee may request in writing:

[Name and address of Lessee]
Telephone: please provide
Fax No.: please provide

Lease for
Greenwood Lake Airport

5. **Utilities and Services**

Lessee is solely responsible for the costs for the utilities and services as more particularly described in Exhibit A.

6. **Assignment and Subletting**

Except as specifically provided in Exhibit A, Lessee shall not, without the written consent of Lessor, assign this Lease, sublet all or part of the demised premises, or permit use of the demised premises by anyone other than the Lessee. Lessor agrees that consent shall not be unreasonably or untimely withheld provided that the use of the demised premises shall remain the same.

7. **Insurance and Liability**

- a) Lessee shall secure and maintain in force, for the term of lease, insurance as provided in Exhibit A. The Lessee shall provide the Lessor with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the State of New Jersey.
- b) Lessee for itself, its successors and assigns, shall assume all risks and liabilities arising out of the use or occupancy of the demised premises and covenants to indemnify, protect and hold harmless the Lessor, and hereby releases the Lessor and each and every one of its officers, agents, employees, successors and assigns from any and all liability, claims and costs which may in any manner arise out of, be occasioned by, or result from the use or occupancy of demised premises by the Lessee, its officers, agents, employees, or invitees, expressed or implied.
- c) The Lessee shall deliver the required certificates of insurance to:

Director, Division of Purchase and Property
33 West State Street, 8th Floor
P O Box 0
Trenton, NJ 08625-
Attention Hope R. Blackburn
Telephone: (609) 292- 4886
Fax No.: (609) 984- 2575

- d) Failure to deliver the required certificate(s) of insurance shall prohibit use of the intended premises until delivery and acceptance of the certificate(s) of insurance.

8. **Taxes and Special Assessments**

Lessee agrees that during the term of this Lease it will pay any taxes or assessments that might be imposed by any governmental body against either the Lessor or Lessee by reason of Lessee's occupancy of the demised premises. It is agreed that the above taxes shall not be in any way construed to include any federal or State income taxes assessed against Lessor.

9. **Governing Law**

The parties hereby agree that jurisdiction of any action hereunder shall lie in a court of competent jurisdiction in the County of Mercer, State of New Jersey.

This Lease shall be construed and enforced in accordance with the laws of the State of New Jersey, without reference to conflict of laws principles.

10. Lessee's Acceptance and Use of Demised Premises

Lessee has inspected the premises and accepts it in "as is" condition. The Lessee agrees to use the demised premises for its intended purpose and, may not be used for any other purpose, without the prior written consent of the State, in the State's sole discretion.

If the Lessee's use of the demised premises results in any violation of applicable codes, standards and licensure requirements that would have not been considered a violation absent of the Lessee's occupancy or use of the demised premises, then the Lessee shall, at its own cost and expense, be responsible for curing any such violation.

In no event shall the Lessee make any structural changes to the demised premises without prior written consent of Lessor. All fixed improvements to premises made by Lessee shall become the property of Lessor upon the termination or expiration of the Lease.

Lessee shall conduct all activities on the demised premises in a manner that will not interfere with, impair, or prevent the development, maintenance and management of adjoining State-owned property and the safe use and enjoyment thereof by the public and other Lessees of the Lessor.

11. Renovations During Occupancy

The Lessee shall be solely responsible for all costs associated with General Operating Functions, Airport Maintenance and Repair Functions, Airport Support Functions, and Building Construction as more fully specified by Exhibit A.

The State shall be responsible for all costs associated with Airport Construction as more fully specified in Exhibit A.

12. Generic Services

Lessee will secure generic services from the community to include local police, fire department and hospital services.

13. Maintenance and Repairs

Lessee, at its sole cost and expense, shall make all necessary routine repairs and maintenance to the buildings in accordance with the terms specified in Exhibit A.

14. Lessee's obligations

Lessee, at its sole cost and expense, shall be responsible for preparation and compilation of Plans, Reports, and Documents, financial reports, and shall attend meetings as reasonably requested by the State. Lessee shall be responsible for compliance with all other obligations specified as Lessee's in Exhibit A.

15. Brokers' Fees

The Lessee hereby warrants that the provisions of N.J.S.A. 52:34-15 and 52:34-19 have been complied with in that no person or selling agency has been employed or retained to solicit or secure

this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide brokers who have a license to conduct business in the State of New Jersey, employed by the Lessee for the purpose of negotiating this Lease.

The Lessee hereby warrants that annexed and attached hereto is a full and complete disclosure of the names and business addresses of any and all persons or agencies employed or retained, directly or indirectly, to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee of any kind, and the Lessee further warrants that it has provided, in advance of the execution of this Lease, a true and complete copy of any such agreement or understanding to the Lessor.

The parties hereby agree that, in the event of a breach or violation of the warranties contained in this paragraph, the Lessor shall have the right to terminate this Lease without liability or in its discretion to deduct from the rent or consideration provided herein the full amount of such commission, percentage, brokerage or contingent fee.

16. Conflicts of Interest

The Lessee hereby agrees to abide by the prohibitions contained in this section on activities between the Lessee and any State officer or employee. Any violation of these prohibitions shall render the Lessee liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), Executive Order No. 189 (1988), Executive Order No. 10 (2002) and N.J.A.C. 17:19-3, as amended and supplemented.

The Lessee hereby warrants that it has not paid and shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The Lessee hereby warrants that the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the Lessee to the Attorney General and the Executive Commission on Ethical Standards.

The Lessee hereby warrants that it shall not undertake directly or indirectly any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, expressed or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. The Lessee hereby warrants that any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or

appearance of a conflict of interest.

The Lessee hereby warrants that it shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

The parties hereby agree that, in the event of a breach or violation of the warranties contained in this paragraph, the Lessor shall have the right, in its discretion, to terminate this Lease without liability.

17. Compliance with Affirmative Action and Anti-Discrimination Laws

The parties of this Lease do hereby agree that the provisions of N.J.A.C. 17:27, as amended and supplemented, prohibiting discrimination in employment or public contracts, are hereby incorporated into and made a part of this Lease and are binding upon them.

The Lessee warrants and represents that it will comply and require its contractors and subcontractors to comply with all provisions of the mandatory language contained in Schedule P.

In the event of a breach or violation of the warranties contained in this section by the Lessee, Lessor shall have the right to terminate this Lease without liability.

In the event of a breach or violation of the warranties contained in this section by the Lessee's contractors or subcontractors, the Lessee agrees to provide proof that the violation has been abated to the satisfaction of the agency enforcing said violation (hereinafter referred to as the "Enforcing Agency"). In the event the Lessee fails to provide said proof of the abatement of the violation within thirty (30) days of notice of said violation, Lessor shall have the right to terminate this Lease without further liability.

18. Compliance with Other Applicable Laws

The Lessee shall promptly comply with all applicable Federal, State and local laws, requirements, orders, regulations, governmental standards, or regulations and specifications of any public body or authority having jurisdiction over the Lessee, and with the direction of any public officer or officers, pursuant to law.

During the Lease Term, the Lessee shall promptly comply with all applicable Federal, State and local laws, requirements, orders, regulations, governmental standards or regulations and specifications of any public body or authority which may now or hereinafter be imposed upon the Lessee by a state, local, or federal governmental body charged with the establishment, regulation, and enforcement of health or safety standards for employers, employees, landlords, tenants and to make all alterations to the demised premises as are required to comply with the standards described herein. Said standards shall include, but are not limited to the New Jersey Uniform Fire Code, N.J.A.C. 5:70 and 71, New Jersey PEOSHA, N.J.S.A. 34:6A-25 et seq., and N.J.A.C. 12:100 and 110, as amended and supplemented; the Governor's Asbestos Control Policy, and all regulations and guidelines implementing the Americans with Disabilities Act, and with any direction of any public officer or officers, pursuant to same which are now in force or which may hereinafter be enacted or promulgated.

Lessee and the Lessor do hereby agree that the provisions of Title II of the Americans with Disabilities Act shall apply to the Lessee and the Lessor.

Lease for
Greenwood Lake Airport

Act of 1990, 42 U.S.C. § 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto (hereinafter referred to collectively as the ADA), are incorporated into and made a part of this Lease.

In the event that the Lessee, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this Lease, the Lessee shall defend the Lessor in any action or administrative proceeding commenced pursuant to the ADA. The Lessee shall indemnify, protect, and save harmless the Lessor, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Lessee, at its own expense, shall appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the State's grievance procedure, the Lessee agrees to abide by any decision of the State rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Lessor or if the Lessor incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Lessee shall satisfy and discharge the same at its own expense.

It is expressly agreed and understood that any approval by the Lessor of the services provided by the Lessee pursuant to this Lease shall not relieve the Lessee of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Lessor pursuant to this section.

It is expressly agreed and understood that the Lessor assumes no obligation to indemnify or save harmless the Lessee, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Lease. Moreover, the Lessee expressly understands and agrees that this section shall not limit the Lessee's obligation under this Lease, shall not be construed to relieve the Lessee from any liability, and shall not preclude the Lessor from taking any other actions available to it under this Lease or at law.

It is expressly understood that any claims against the State, its employees, etc., arising out of the use of the demised premises or the actions of State employees while performing their duties on behalf of the State shall be made to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, 25 Market Street, PO Box 112, Trenton, NJ 08625-0112.

19. Prevailing Wage

The Lessee's signature on this lease is a guarantee that neither Lessee nor any contractors Lessee may employ to perform work required under this lease has been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. or the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq. In the event of a breach or violation of the warranties contained in this paragraph, the Lessor shall have the right to terminate this lease without liability.

20. Bankruptcy

In the event the Lessee enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Lessee agrees to furnish written notification of the bankruptcy to Lessor with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the

initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses and telephone numbers of the attorney or firm handling the bankruptcy. This obligation remains in effect until final payment under this Lease.

21. Guarantees

Unless otherwise provided in the specifications, the Lessee guarantees all work to be in accordance with requirements specified by law and/or code and free from defective or inferior materials, equipment, and workmanship for one (1) year after the date of final acceptance by the Lessor.

In the event, within any guarantee period, the Lessor finds that guaranteed work requires repair or change because of defective or inferior materials, equipment, or workmanship or is not in accordance with contract requirements, Lessor shall notify the Lessee in writing. The Lessee shall promptly, and without additional expense to the Lessor, correct:

- ◆ All guaranteed work;
- ◆ All damage to equipment, the site, the buildings or their contents resulting from the unsatisfactory guaranteed work; and
- ◆ Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

If the Lessee fails to proceed promptly in accordance with the guarantee, the Lessor may have such work performed at the expense of the Lessee.

The Lessee shall furnish to the Lessor: (1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guarantee or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the State to meet any time limit specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

[ASK LINDA BILEC IF WE NEED THIS]

22. Default by Lessee

The Lessor shall have the right of self-help as more particularly described in Exhibit A.

23. Quiet Enjoyment

The Lessor agrees that the Lessee, so long as the Lessee pays rent and performs all of the covenants and agreements contained herein, shall have peaceful and quiet enjoyment of the demised premises.

24. Right of Entry

The Lessor, its employees and agents shall have the right to enter the demised premises as specified in Exhibit A.

25. Holdover Tenancy

If the Lessee shall remain in possession of the demised premises after the expiration of the original term hereof, the Lessee's occupancy shall be a month-to-month tenancy at the rental rate applicable to the last month prior to expiration and under all the same terms, conditions, and provisions hereof. Nothing in this holdover tenancy provision shall be construed to mean any relinquishment by either party of rights under law pertaining to month-to-month tenancies.

26. Surrender of Demised Premises

Upon expiration or other termination or cancellation of the Lease Term, the Lessee shall quit and surrender to the Lessor the demised premises, broom clean and in accordance with N.J.A.C. 17:11-12.2, without fraud or delay and in good order, condition, and repair, reasonable wear and tear excepted. It shall be the Lessee's obligation to repair any damage occasioned by removal of personalty belonging to the Lessee. The Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

27. Lessee's Records

The Lessee shall be required to keep all records specified in Exhibit A as the responsibility of the Lessee. The Lessor, its employees and agents shall have the right to audit the records of the Lessee as specified in Exhibit A.

28. Construction of Agreement

Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law, but, if any provision of this Lease shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease. Nothing in this Lease shall be construed in such a manner as to give up or waive any sovereign rights of the State.

In the event of a conflict between the provisions, covenants, terms and conditions contained herein and those specified as Lessee's in Exhibit A, shall prevail.

This Lease cannot be modified or amended by conduct or course of dealings. The Lease can only be modified or amended by a writing signed by the parties.

The captions of individual sections or paragraphs hereof are for the convenience of reference only and shall be given no effect in the construction of this instrument.

29. Integration and Non-Waiver

The parties recognize that this Lease, the RFP and the Bid Proposal embody the entire agreement and understanding between the parties, and supercede all prior agreements and understandings, contemporaneous understandings and warranties, representations, and covenants, express or implied, both written and oral, between the parties, relating to the subject matter herein. All such agreements, understandings, warranties, representations, and covenants shall be deemed merged and no other

understandings, warranties, representations, and covenants shall survive or be admissible to contradict the provisions of this Lease, unless expressly contained herein. All modifications, waivers, and amendments hereto must be made in writing and signed by the parties.

The failure of the Lessor to seek redress for violation of, or insist upon the straight performance of any covenant or condition of this Lease shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of the original violation.

No provisions of this Lease shall be deemed to be waived by the State unless such waiver be in writing and signed by the State

30. Successors and Assigns

The provisions, covenants terms, and conditions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns subject to the limitations of any applicable law.

31. Execution of this Lease

This Lease may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this lease the day and year first above written.

LESSEE:

Witness:

(COMPANY)

NAME

**LESSOR:
STATE OF NEW JERSEY**

Witness:

DEPARTMENT OF TRANSPORTATION

Jack Lettiere
Commissioner

Witness:

Hope R. Blackburn, Director
Division of Purchase & Property

Witness:

Robert L. Smartt, Deputy State Treasurer

APPROVED AS TO FORM:
Peter C. Harvey
Attorney General of New Jersey

BY: _____
Linda L. Bilec, Deputy Attorney General

I certify that this lease was approved on
N.J.S.A. 52:31-1.1 et seq.

by the State House Commission in accordance With

Edward R. McGlynn, Esq., Secretary
State House Commission

EXHIBIT C
PROPOSED FIRST YEAR DIRECT SALARY EXPENSE AND STAFFING TABLE
 Include Number of Staff Per Title, Hourly Wage Rate, and Hours per Year Per Title
 List all Proposed Staffing Titles

[illegible]

In the bid proposal, please indicate what functions under the Scope of Work will be provided by each person or title identified

PROPOSED FIRST YEAR DIRECT NON-SALARY EXPENSES

<u>Items of Expense</u>	<u>Annual Expense</u>
Employee Expenses – including benefits, training, unemployment compensation, uniforms, etc.	
Contract Services – including cleaning, custodial, snow removal.	
Utilities - itemize e.g. Water, sewer, electrical	
Telephone	
Maintenance Material and Supplies	
Office Supplies	
Travel	
Information Equipment – itemize e.g. Equipment, software and maintenance.	
* Other Equipment - itemize	
Insurance	
Permits/Fees - itemize	
List Other below including subcontracts.	
TOTAL ESTIMATE	

Specifically list what will be covered under each category. Provide hourly labor rates for each contract service.

ESTIMATED ANNUAL FEE

Bidders must include a fixed percentage revenue fee for each year of the lease. The percentage may vary over the life of the lease. Any such variation must be fully explained in the bid proposal.

Annual fee for the contract terms.

First Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	First Year Total Estimated Fee
Second Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Second Year Total Estimated Fee
Third Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Third Year Total Estimated Fee
Fourth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Fourth Year Total Estimated Fee
Fifth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Fifth Year Total Estimated Fee
Sixth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Six Year Total Estimated Fee

Seven Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Seven Year Total Estimated Fee
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Eight Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Eight Year Total Estimated Fee
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Ninth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Ninth Year Total Estimated Fee
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Tenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Tenth Year Total Estimated Fee
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Eleventh Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Eleventh Year Total Estimated Fee
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Twelfth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Twelfth Year Total Estimated Fee
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Thirteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Thirteenth Year Total Estimated Fee
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Fourteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Fourteenth Year Total Estimated Fee
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Fifteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Fifteenth Year Total Estimated Fee
Sixteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Sixteenth Year Total Estimated Fee
Seventeenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Seventeenth Year Total Estimated Fee
Eighteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Eighteenth Year Total Estimated Fee
Nineteenth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Nineteenth Year Total Estimated Fee
Twentieth Year Estimated Gross Revenue	x	Proposed Percentage payable to the State	=	Twentieth Year Total Estimated Fee

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR MINORITY-OWNED AND WOMAN-OWNED BUSINESS PARTICIPATION AS SUBCONTRACTORS

The contract(s) to be awarded as a result of this Request for Proposal (RFP) will include minority-owned and woman-owned business subcontracting goals pursuant to NJAC 17:13-4.1(a)2. Each bidder is required to make a good faith effort to meet the set-aside subcontracting goals of awarding seven percent (7%) and three percent (3%) respectively, of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission (Commerce)-certified or -certifiable minority-owned and woman-owned businesses. Bidders must respond to this requirement by completing the *Notice of Intent to Subcontract* form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Any bidder intending to subcontract, pursuant to Section 3.11 of the Standard Terms and Conditions, must complete the *Subcontractor Utilization Plan (Plan)*. Bidders are instructed to list **all** proposed subcontractors on the *Plan*. A bidder intending to subcontract, must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"New Jersey-based business" means a business that has its principle place of business located in the State of New Jersey.

"Minority-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a person/persons who is/are African American, Latino or Asian American.

"Woman-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a woman or women.

"Commerce-certified or -certifiable" means a business that meets the requirements and definitions of *minority-owned* and/or *woman-owned* business and has been certified as such or can become certified as such by Commerce. A certification document is issued by Commerce to certified businesses.

"Eligible" means a Commerce-certified or -certifiable minority-owned or woman-owned business that has its principal place of business located in the State of New Jersey.

PROCEDURE:

If a bidder intends to subcontract with eligible businesses, the following actions should be taken to achieve set-aside subcontracting goal requirements:

1. Attempt to locate eligible businesses appropriate to the RFP;
2. Request a listing of minority-owned and woman-owned businesses from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;

PROCEDURE, continued:

6. Obtain, in writing, the consent of the subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to meet the set-aside subcontracting goals.

Additionally, if awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of certification for each minority-owned and/or woman-owned business proposed as a subcontractor, or proof that the business has applied for Commerce certification; and,
2. Documentation of the bidder's good faith effort to meet the goals of the set-aside subcontractor requirement in sufficient detail to permit the evaluation committee to effectively assess the bidder's effort to comply if the bidder has failed to attain the statutory goals.

The Division of Purchase and Property may review at any time the subcontracting efforts of the conforming bidders to determine if they have either achieved the set-aside subcontracting goal requirement or engaged in good faith efforts.

Bidders seeking eligible businesses and/or certification of minority-owned and/or woman-owned businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY (DPP)
NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION

STATE OF NEW JERSEY ▣ DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN <small>(REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)</small>	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: 	Bidder's Telephone No.: _____ Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CERTIFIED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *				TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	MINORITY-OWNED		WOMAN-OWNED			
	YES	NO	YES	NO		

*** For those Bidders listing Minority-Owned and Woman-Owned Subcontractors:** Attach copies of NJ Commerce & Economic Growth Commission Certification or application for Certification for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in accordance with NJAC 17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)